

The Honorable Marsha J. Pechman
The Honorable Brian. A. Tsuchida

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware
corporation; AMAZON.COM SERVICES LLC,
a Delaware limited liability company; and
NINTENDO OF AMERICA INC., a
Washington corporation,

Plaintiffs,

v.

CHEN JING, and individual; ZHOU RONG, an
individual; JINGJING SHAO, an individual,

Defendants.

No. 2:23-cv-01641-MJP-BAT

**FIRST AMENDED COMPLAINT
FOR DAMAGES AND
EQUITABLE RELIEF**

I. INTRODUCTION

1. This case involves Defendants' unlawful and expressly prohibited sale of counterfeit Nintendo amiibo cards and video game cartridges. Amazon.com, Inc. and Amazon.com Services LLC (collectively, "Amazon") and Nintendo (together with Amazon, "Plaintiffs") jointly bring this lawsuit to permanently prevent and enjoin Defendants Chen Jing,¹ Zhou Rong,² and Jingjing Shao³ (collectively, "Defendants") from causing future harm to

¹ On information and belief, Chen Jing's name in Chinese characters is: 陈静.

² On information and belief, Zhou Rong's name in Chinese characters is: 周荣.

³ On information and belief, Jingjing Shao's name in Chinese characters is: 邵晶晶.

1 Amazon's and Nintendo's customers, reputations, and intellectual property ("IP"), and to hold
2 Defendants accountable for their illegal actions.


3 2. Amazon.com Services LLC owns and operates the Amazon.com store (the
4 "Amazon Store"), and Amazon's affiliates own and operate equivalent counterpart international
5 stores and websites. Amazon's stores offer products and services to customers in more than 100
6 countries around the globe. Some of the products are sold directly by Amazon entities, while
7 others are sold by Amazon's numerous third-party selling partners. The Amazon brand is one of
8 the most well-recognized, valuable, and trusted brands in the world. To protect its customers and
9 safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources
10 to prevent counterfeit and infringing goods from being sold in its stores. In 2023 alone, Amazon
11 invested over \$1.2 billion and employed more than 15,000 people to protect its stores from
12 counterfeits, fraud, and other forms of abuses.




13 3. Nintendo of America Inc. established in 1980 and headquartered in Redmond,
14 Washington, is a wholly owned subsidiary of Nintendo Co., Ltd., a Japanese company
15 headquartered in Kyoto, Japan. Nintendo of America Inc. is responsible for the marketing and
16 sale of Nintendo's products, and the enforcement of Nintendo's intellectual property rights in the
17 United States. Nintendo Co., Ltd. develops, and Nintendo of America Inc. markets and
18 distributes, electronic video game consoles, games, and accessories. Collectively, Nintendo of
19 America Inc. and Nintendo Co., Ltd. are referred to herein as "Nintendo." For decades, Nintendo
20 has been a leading developer and producer of video games and video game consoles. In 1983,
21 Nintendo released the Family Computer in Japan and, in 1985, released the Nintendo
22 Entertainment System, or "NES," in the United States, which introduced millions of consumers
23 to now-classic games like Super Mario Bros., The Legend of Zelda, and Donkey Kong. The NES
24 console also introduced millions of consumers to some of Nintendo's original and long-lasting
25 characters, including Mario and Luigi, Yoshi, Link, Donkey Kong, and Samus Aran. Over the
26 ensuing decades, Nintendo followed up the popularity of the NES console with the release of
27 such groundbreaking home video game consoles as the Super Nintendo Entertainment System,

Nintendo 64, Nintendo GameCube, Wii, Wii U, and the Nintendo Switch, and groundbreaking handheld video game consoles such as the Game Boy, Game Boy Color, Game Boy Advance, Nintendo DS, Nintendo 3DS, the Nintendo Switch, and recently, the Nintendo Switch Lite (a sister console of the Nintendo Switch dedicated to handheld play). The Game Boy family of consoles in particular is one of the most popular video game consoles ever released, and introduced consumers to landmark games like Tetris, Kirby's Dream Land, and Pokémon. Since 1983, Nintendo has sold more than 5.5 billion video games and more than 800 million hardware units globally.

4. Nintendo launched a toys-to-life platform called amiibo to enhance the gaming experience. It consists of a wireless communications and storage protocol for connecting figurines to the Wii U, Nintendo 3DS, and Nintendo Switch video game consoles. These toys use near field communication (NFC) to interact with supported video game software, potentially allowing data to be transferred in and out of games and across multiple platforms. In 2015, Nintendo began selling interactive amiibo cards. Tapping an amiibo card while playing compatible Nintendo Switch, Nintendo 3DS, or Wii U systems uncovers surprising features for the gamer, including unlocking new modes, weapons or character customizations, or boosting a character's abilities.

5. Nintendo owns, manages, enforces, licenses, and maintains IP, including various trademarks. Relevant to this Complaint, Nintendo owns the following registered trademarks ("Nintendo Trademarks"):

<u>Mark</u>	<u>Registration No. (International Classes)</u>
NINTENDO	1,689,015 (16; 28; 37)
Pokémon	2,358,736 (16)
	2,515,001 (16)

<u>Mark</u>	<u>Registration No. (International Classes)</u>
SUPER SMASH BROS.	2,578,692 (9)
ANIMAL CROSSING	2,803,207 (9)
THE LEGEND OF ZELDA TWILIGHT PRINCESS	3,408,725 (9)
THE LEGEND OF ZELDA	3,408,763 (9)
THE LEGEND OF ZELDA: OCARINA OF TIME	3,447,655 (9)
NINTENDO  3DS	4,234,454 (9)
SPLATOON	4,791,747 (9)
	4,863,365 (9; 28)
amiibo	4,905,782 (28)
THE LEGEND OF ZELDA: MAJORA'S MASK	4,946,348 (9)
	4,988,289 (9; 28; 41)
ANIMAL CROSSING	5,024,203 (28)
THE LEGEND OF ZELDA	5,192,374 (28)
SPLATOON	5,228,602 (28)
THE LEGEND OF ZELDA BREATH OF THE WILD	5,277,680 (9)
NINTENDO 3DS	5,964,030 (9; 28; 41)

<u>Mark</u>	<u>Registration No. (International Classes)</u>
SUPER MARIO	6,082,304 (14; 16; 18; 30; 41)
MARIOKART	6,109,886 (14; 16; 18; 21; 24; 25; 28; 30; 32; 41)
LINK'S AWAKENING	6,110,151 (9)
ANIMAL CROSSING	6,187,440 (16; 18; 25)
SKYWARD SWORD	6,213,745 (9)
THE LEGEND OF ZELDA	6,291,670 (3; 5; 9; 14; 16; 18; 20; 21; 24; 25; 28; 30; 41)
ZELDA	2,345,332
METROID	6,829,861 (14; 16; 18; 25; 28; 41)

True and correct copies of the registration certificates for the Nintendo Trademarks are attached as **Exhibit A**.

6. Beginning in March 2018, Defendants registered with Amazon to sell in the Amazon Store. At various times from March 2021 through April 2023, Defendants advertised, marketed, offered, distributed, and sold counterfeit Nintendo products in the Amazon Store, using Nintendo's Trademarks, without authorization, in order to deceive customers about the authenticity and origin of the products and the products' affiliation with Nintendo.

7. As a result of their illegal actions, Defendants have infringed and misused Nintendo's IP; breached their contract with Amazon; willfully deceived and harmed Amazon, Nintendo, and their customers; compromised the integrity of the Amazon Store; and undermined the trust that customers place in Amazon and Nintendo. Defendants' illegal actions have caused Amazon and Nintendo to expend significant resources to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to Amazon, Nintendo, and their customers.

II. PARTIES

8. Amazon.com, Inc. is a Delaware corporation with its principal place of business in Seattle, Washington. Amazon.com Services LLC is a Delaware limited liability company with its principal place of business in Seattle, Washington.

9. Nintendo of America Inc. is a Washington corporation headquartered in Redmond, Washington.

10. Defendants are a collection of individuals and/or entities, both known and unknown, who conspired and operated in concert with each other to engage in the counterfeiting scheme alleged in this Complaint. Defendants are the individuals and entities who operated, controlled, and/or were responsible for the selling accounts detailed in **Schedule 1** attached hereto (“Defendants’ Selling Accounts” or “Selling Accounts”). Defendants are subject to liability for their wrongful conduct both directly and under principles of secondary liability including, without limitation, *respondeat superior*, vicarious liability, and/or contributory infringement.

11. On information and belief, Defendant Chen Jing (“Defendant Jing”) is an individual residing in China who personally participated in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in this First Amended Complaint (“FAC”), and derived a direct financial benefit from that wrongful conduct. Defendant Jing controlled and/or operated the Blkei and Chengdahuo Selling Accounts. On further information and belief, Defendant Jing acted in concert with the individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

12. On information and belief, Defendant Zhou Rong (“Defendant Rong”) is an individual residing in China who personally participated in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in this FAC, and derived a direct financial benefit from that wrongful conduct. Defendant Rong controlled and/or operated the AmliboCards, Chengdahuo, Chiaofushi, Fyhale Direct, Jiadan-US, Marsberg, Srhdfbeygfjs, and

1 Xingfang Selling Accounts. On further information and belief, Defendant Rong acted in concert
2 with the individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

3 13. On information and belief, Defendant Jingjing Shao (“Defendant Shao”) is an
4 individual residing in China who personally participated in and/or had the right and ability to
5 supervise, direct, and control the wrongful conduct alleged in this FAC, and derived a direct
6 financial benefit from that wrongful conduct. Defendant Jing controlled and/or operated the
7 Fyhale Direct Selling Account. On further information and belief, Defendant Shao acted in
8 concert with the individuals and/or entities who operated the other Selling Accounts listed in
9 Schedule 1.

10 **III. JURISDICTION AND VENUE**

11 14. The Court has subject matter jurisdiction over Nintendo’s Lanham Act claim for
12 trademark counterfeiting and trademark infringement, and Amazon’s and Nintendo’s Lanham
13 Act claims for false designation of origin and false advertising, pursuant to 15 U.S.C. § 1121 and
14 28 U.S.C. §§ 1331 and 1338(a). The Court has subject matter jurisdiction over Amazon’s breach
15 of contract claim and Amazon’s and Nintendo’s claims for violation of the Washington
16 Consumer Protection Act, pursuant to 28 U.S.C. §§ 1332 and 1367.

17 15. The Court has personal jurisdiction over Defendants because they transacted
18 business and committed tortious acts within and directed to the State of Washington, and
19 Amazon’s and Nintendo’s claims arise from those activities. Defendants affirmatively undertook
20 to do business with Amazon, a corporation with its principal place of business in Washington,
21 and sold (or attempted to sell) in the Amazon Store products bearing counterfeit versions of the
22 Nintendo Trademarks and which otherwise infringed Nintendo’s IP. Additionally, and as
23 reflected in Schedule 1, certain Defendants shipped products bearing counterfeit versions of the
24 Nintendo Trademarks to consumers in Washington. Each Defendant committed, or facilitated the
25 commission of, tortious acts in Washington and has wrongfully caused Amazon and Nintendo
26 substantial injury in Washington.

1 21. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly
2 innovating on behalf of its customers and working with brands, manufacturers, rights owners,
3 and others to improve the detection and prevention of counterfeit products from ever being
4 offered to customers in Amazon's stores. Amazon employs dedicated teams of software
5 engineers, research scientists, program managers, and investigators to prevent counterfeits from
6 being offered in Amazon's stores. Amazon's systems automatically and continuously scan
7 thousands of data points to prevent, detect, and remove counterfeits from its stores and to
8 terminate the selling accounts of bad actors before they can offer counterfeit products. When
9 Amazon identifies issues based on this feedback, it takes action to address them. Amazon also
10 uses this intelligence to improve its proactive prevention controls. In 2023, Amazon's proactive
11 controls blocked more than 99% of suspected infringing listings before a brand ever had to find
12 and report them.

13 22. In 2017, Amazon launched Brand Registry, a free service that offers rights owners
14 an enhanced suite of tools for monitoring and reporting potential instances of infringement,
15 regardless of their relationship with Amazon. Brand Registry delivers automated brand
16 protections that use machine learning to predict infringement and proactively protect brands' IP.
17 Brand Registry also provides a powerful Report a Violation Tool that allows brands to search
18 for, identify, and report potentially infringing products using state-of-the-art image search
19 technology.

20 23. In 2018, Amazon launched Transparency, a product serialization service that
21 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can
22 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,
23 law enforcement, and customers to determine the authenticity of any Transparency-enabled
24 product, regardless of where the product was purchased. More than 1.6 billion product units,
25 whether sold in Amazon's stores or elsewhere in the retail supply chain, have enrolled in
26 Transparency, and have been authenticated as genuine through code scan verification.

1 24. In 2019, Amazon launched Project Zero, a program to empower brands to help
2 Amazon drive counterfeits to zero. Project Zero introduced a novel self-service counterfeit
3 removal tool that enables brands to remove counterfeit listings directly from Amazon's stores.
4 This enables brands to take down counterfeit product offerings on their own within minutes.
5 Since launch, more than 25,000 brands have enrolled in Project Zero.

6 25. Amazon continues to innovate to stay ahead of bad actors, and requires new and
7 existing selling partners to verify their identity and documentation. Amazon investigators review
8 the seller-provided identity documents to determine whether those documents are both valid and
9 legitimate, such as confirming that the seller has provided a fully legible copy of the document,
10 verifying that the document matches the information the seller provided to Amazon with respect
11 to their identity, and analyzing whether the document shows any signs of alteration, tampering,
12 or fabrication. These measures have made it more difficult for bad actors to hide. Amazon's
13 seller verification, coupled with continued advancements in Amazon's machine learning-based
14 detection, are deterring bad actors from even attempting to create new Amazon selling accounts.
15 In 2023, Amazon stopped more than 700,000 bad actor attempts to create new selling accounts,
16 stopping them before they were able to list a single product for sale in Amazon's stores. This is
17 down from 6 million attempts by bad actors to create new Amazon selling accounts in 2020.

18 26. Once a seller begins selling in Amazon's stores, Amazon continues to monitor the
19 selling account's activities for risks. If Amazon identifies a bad actor, it closes that actor's selling
20 account, withholds funds disbursement, and investigates whether other accounts are involved in
21 unlawful activities. In 2023, Amazon identified, seized, and appropriately disposed of more than
22 7 million counterfeit products worldwide, preventing them from harming customers or being
23 resold.

24 27. In addition to the measures discussed above, Amazon actively cooperates with
25 rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in
26 illegal activity. Lawsuits, like this one, as well as criminal referrals, are integral components of
27 Amazon's efforts to combat counterfeits and other inauthentic products.

B. Nintendo and Its Anti-Counterfeiting Efforts.

28. Nintendo has made substantial investments in the development, marketing and promotion of its innovative products. Nintendo is committed to protecting the hard work and creativity of video game engineers and developers who devote significant time and effort to create experiences that bring smiles to all. Nintendo goes to great lengths to protect consumers from counterfeits of its products, and is committed to leading efforts to combat counterfeit products. Nintendo's efforts include registration of the intellectual property rights in and to its video game consoles, software and accessories in the United States and around the world. Nintendo utilizes both internal and external resources to combat counterfeit and infringing products. Nintendo works with a third-party brand protection service vendor on the detection and removal of product listings violating Nintendo's IP rights that are identified and sold in Amazon's stores. Nintendo works regularly and collaboratively with Amazon to identify counterfeit Nintendo products and to strengthen automated detection and removal of the products from Amazon's stores. Nintendo is currently enrolled in Brand Registry and Project Zero.

C. Defendants Created Amazon Selling Accounts, Agreed Not to Sell Counterfeit Goods, and Agreed to Provide Accurate Information to Amazon.

29. At various times between March 2018 and April 2023, Defendants established, controlled, and operated the nine Selling Accounts detailed in Schedule 1, through which they sought to advertise, market, offer, distribute, and sell counterfeit Nintendo products. In connection with these Selling Accounts, Defendants provided Amazon with names, email addresses, and bank information.

30. To become a third-party seller in the Amazon Store, sellers are required to agree to the BSA, which governs the applicant's access to and use of Amazon's services and states Amazon's rules for selling in the Amazon Store. By entering into the BSA, each seller represents and warrants that it "will comply with all applicable Laws in [the] performance of its obligations and exercise of its rights" under the BSA. A true and correct copy of the applicable version of

1 the BSA, namely, the version Defendants last agreed to when using Amazon's services, is
 2 attached as **Exhibit B**.

3 31. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit
 4 goods as "deceptive, fraudulent, or illegal activity" in violation of Amazon's policies, reserving
 5 the right to withhold payments and terminate the selling account of any bad actor who engages in
 6 such conduct. Ex. B, ¶¶ 2-3. The BSA requires the seller to defend, indemnify, and hold Amazon
 7 harmless against any claims or losses arising from the seller's "actual or alleged infringement of
 8 any Intellectual Property Rights." *Id.* ¶ 6.1.

9 32. Additionally, the BSA incorporates, and sellers therefore agree to be bound by,
 10 Amazon's Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit C**.
 11 The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon
 12 Store:

- 13 • The sale of counterfeit products is strictly prohibited.
- 14 • You may not sell any products that are not legal for sale, such as products that
- 15 have been illegally replicated, reproduced, or manufactured[.]
- 16 • You must provide records about the authenticity of your products if Amazon
- 17 requests that documentation[.]

18 Failure to abide by this policy may result in loss of selling privileges, funds being
 19 withheld, destruction of inventory in our fulfillment centers, and other legal
 20 consequences.

21 *Id.*

22 33. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to
 23 preventing the sale and distribution of counterfeit goods in the Amazon Store together with the
 24 consequences of selling inauthentic products:

- 25 • **Sell Only Authentic and Legal Products.** It is your responsibility to source,
- 26 sell, and fulfill only authentic products that are legal for sale. Examples of
- 27 prohibited products include:
 - Bootlegs, fakes, or pirated copies of products or content
 - Products that have been illegally replicated, reproduced, or manufactured
 - Products that infringe another party's intellectual property rights

- 1 • Maintain and Provide Inventory Records. Amazon may request that you
2 provide documentation (such as invoices) showing the authenticity of your
3 products or your authorization to list them for sale. You may remove pricing
4 information from these documents, but providing documents that have been
5 edited in any other way or that are misleading is a violation of this policy and
6 will lead to enforcement against your account.
- 7 • Consequences of Selling Inauthentic Products. If you sell inauthentic
8 products, we may immediately suspend or terminate your Amazon selling
9 account (and any related accounts), destroy any inauthentic products in our
10 fulfillment centers at your expense, and/or withhold payments to you.
- 11 • Amazon Takes Action to Protect Customers and Rights Owners. Amazon also
12 works with manufacturers, rights holders, content owners, vendors, and
13 sellers to improve the ways we detect and prevent inauthentic products from
14 reaching our customers. As a result of our detection and enforcement
15 activities, Amazon may:
 - 16 ○ Remove suspect listings.
 - 17 ○ Take legal action against parties who knowingly violate this policy and
18 harm our customers. In addition to criminal fines and imprisonment,
19 sellers and suppliers of inauthentic products may face civil penalties
20 including the loss of any amounts received from the sale of inauthentic
21 products, the damage or harm sustained by the rights holders, statutory
22 and other damages, and attorney's fees.
- 23 • Reporting Inauthentic Products. We stand behind the products sold on our site
24 with our A-to-z Guarantee, and we encourage rights owners who have
25 product authenticity concerns to notify us. We will promptly investigate and
26 take all appropriate actions to protect customers, sellers, and rights holders.
27 You may view counterfeit complaints on the Account Health page in Seller
Central.

18 *Id.*

19 34. Additionally, under the terms of the BSA, sellers agree that the information and
20 documentation they provide to Amazon in connection with their selling accounts—such as
21 identification, contact, and banking information—will, at all times, be valid, truthful, accurate,
22 and complete. Specifically, the BSA requires that:

- 23 • As part of the application process, you must provide us with your (or your
24 business') legal name, address, phone number and e-mail address, as well as
any other information we may request. Ex. B. ¶ 1.
- 25 • You will use only a name you are authorized to use in connection with a[ny
26 Amazon] Service and will update all of the information you provide to us in
27 connection with the Services as necessary to ensure that it at all times remains
accurate, complete, and valid. *Id.* ¶ 2.

- Each party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the country in which the business is registered and that you are registering for the Service(s) within such country; (b) it has all requisite right, power, and authority to enter this Agreement, perform its obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by one party to another party or its Affiliates is at all times accurate and complete[.] *Id.* ¶ 5.

35. When Defendants registered as third-party sellers in the Amazon Store, and established their Selling Accounts, they agreed not to advertise, market, offer, distribute, or sell counterfeit products, and agreed to provide Amazon with accurate and complete information and to ensure that information remained as such.

D. Defendants' Sale of Counterfeit Nintendo Products and Provision of False Information to Amazon.

36. On information and belief, Defendants created Selling Accounts and advertised, marketed, offered, distributed, and sold counterfeit Nintendo-branded products in the Amazon Store. The counterfeit Nintendo-branded products sold by Defendants are identified and described in Schedule 1.

37. Plaintiffs' investigation and discovery efforts revealed that Defendants each controlled one or more virtual bank account linked to one or more of the Selling Accounts listed in Schedule 1. These virtual bank accounts were linked to the Selling Accounts for the purposes of receiving disbursements of funds from the sales made by those Selling Accounts in the Amazon Store. Plaintiffs thus determined that Defendants were in control of the Selling Accounts linked to their respective bank accounts.

38. Nintendo has reviewed physical samples and/or images of Nintendo-branded products offered for sale and/or sold by Defendants' Selling Accounts and determined that the products are inauthentic, bear counterfeit Nintendo Trademarks, and that Nintendo has never authorized the sale of such products, as detailed in Schedule 1.

39. In addition, as further detailed in Schedule 1, certain Defendants submitted invoices to Amazon that Amazon subsequently determined to be false, which purported to show that their counterfeit products came from a supplier of authentic products.

E. Defendants' Coordinated Sale of Counterfeit Nintendo Products.

40. On information and belief, Defendants operated in concert with one another in their advertising, marketing, offering, distributing, and selling of inauthentic Nintendo-branded products. Defendants are associated through common physical addresses, phone numbers, credit card information, and Internet Protocol addresses provided to Amazon or used to access their Selling Accounts, as well as certain financial information related to their Selling Accounts.

F. Amazon Shut Down Defendants' Selling Accounts.

41. By selling counterfeit and infringing Nintendo products, Defendants falsely represented to Amazon and its customers that the products Defendants sold were genuine products made by Nintendo. Defendants also knowingly and willfully used Nintendo's IP in connection with the advertising, marketing, offering, distributing, and selling of counterfeit and infringing Nintendo products.

42. At all times, Defendants knew they were prohibited from violating third-party IP rights or any applicable laws while selling products in the Amazon Store, from providing inaccurate information to Amazon and its customers, from misrepresenting the authenticity of the products sold, and from misleading Amazon and its customers through their sale of inauthentic Nintendo products. Defendants have breached the terms of their agreement with Amazon, deceived Amazon's customers and Amazon, infringed and misused the IP rights of Nintendo, harmed the integrity of and customer trust in the Amazon Store, and tarnished Amazon's and Nintendo's brands.

43. After Amazon verified Defendants' sale of counterfeit Nintendo products, it blocked Defendants' Selling Accounts. In doing so, Amazon exercised its rights under the BSA to protect its customers and the reputations of Amazon and Nintendo.

V. CLAIMS

FIRST CLAIM

(by Nintendo against all Defendants)

Trademark Counterfeiting and Trademark Infringement – 15 U.S.C. § 1114

44. Plaintiff Nintendo incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

45. Defendants' activities constitute counterfeiting and infringement of the Nintendo Trademarks as described in the paragraphs above.

46. Nintendo owns the Nintendo Trademarks and advertises, markets, offers, distributes, and sells its products using the Nintendo Trademarks described above and uses those trademarks to distinguish its products from the products and related items of others in the same or related fields.

47. Because of Nintendo's long, continuous, and exclusive use of the Nintendo Trademarks identified in this Complaint, the trademarks have come to mean, and are understood by customers and the public to signify, products from Nintendo.

48. Defendants unlawfully advertised, marketed, offered, distributed, and sold products bearing counterfeit and infringing versions of the Nintendo Trademarks with the intent and likelihood of causing customer confusion, mistake, and deception as to the products' source, origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that the products originated from, were affiliated with, and/or were authorized by Nintendo and likely caused such erroneous customer beliefs.

49. As a result of Defendants' wrongful conduct, Nintendo is entitled to recover its actual damages, Defendants' profits attributable to the infringement, treble damages, and attorneys' fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, Nintendo is entitled to statutory damages under 15 U.S.C. § 1117(c) for Defendants' use of counterfeit marks.

50. Nintendo is further entitled to injunctive relief, including an order impounding all counterfeit and infringing products and promotional materials in Defendants' possession.

Nintendo has no adequate remedy at law for Defendants' wrongful conduct because, among

1 other things: (a) the Nintendo Trademarks are unique and valuable properties that have no
 2 readily determinable market value; (b) Defendants' counterfeiting and infringing activities
 3 constitute harm to Nintendo and Nintendo's reputation and goodwill such that Nintendo could
 4 not be made whole by any monetary award; (c) if Defendants' wrongful conduct is allowed to
 5 continue, the public is likely to become further confused, mistaken, or deceived as to the source,
 6 origin, or authenticity of the counterfeit and infringing materials; and (d) the resulting harm to
 7 Nintendo due to Defendants' wrongful conduct is likely to be continuing.

8 **SECOND CLAIM**

9 *(by Nintendo against all Defendants)*

10 **False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)**

11 51. Plaintiff Nintendo incorporates by reference the allegations of the preceding
 12 paragraphs as though set forth herein.

13 52. Nintendo owns the Nintendo Trademarks and advertises, markets, offers,
 14 distributes, and sells its products using those trademarks described above, and uses the
 15 trademarks to distinguish its products from the products and related items of others in the same
 16 or related fields.

17 53. Because of Nintendo's long, continuous, and exclusive use of the Nintendo
 18 Trademarks identified in this Complaint, the trademarks have come to mean, and are understood
 19 by customers, users, and the public, to signify products from Nintendo.

20 54. Defendants' wrongful conduct includes the infringement of the Nintendo
 21 Trademarks in connection with Defendants' commercial advertising, marketing, offering,
 22 distributing, and selling of counterfeit Nintendo products in interstate commerce.

23 55. In advertising, marketing, offering, distributing, and selling products bearing
 24 counterfeit versions of the Nintendo Trademark, Defendants have used, and on information and
 25 belief continue to use, the trademarks referenced above to compete unfairly with Nintendo and to
 26 deceive customers. Upon information and belief, Defendants' wrongful conduct misleads and
 27 confuses customers and the public as to the origin and authenticity of the goods and services

1 advertised, marketed, offered, distributed, or sold in connection with the Nintendo Trademarks
2 and wrongfully trades upon Nintendo's goodwill and business reputation.

3 56. Defendants' conduct constitutes (a) false designation of origin, (b) false or
4 misleading description, and (c) false or misleading representation that products originate from or
5 are authorized by Nintendo, all in violation of 15 U.S.C. § 1125(a)(1)(A).

6 57. Defendants' conduct also constitutes willful false statements in connection with
7 goods and/or services distributed in interstate commerce in violation of 15 U.S.C.
8 § 1125(a)(1)(B).

9 58. Nintendo is entitled to an injunction against Defendants, their officers, agents,
10 servants, employees, attorneys, and all other persons in active concert or participation with them,
11 as set forth in the Prayer for Relief below. Defendants' acts have caused irreparable injury to
12 Nintendo. On information and belief, that injury is continuing. An award of monetary damages
13 cannot fully compensate Nintendo for its injuries, and Nintendo lacks an adequate remedy at law.

14 59. Nintendo is further entitled to recover Defendants' profits, Nintendo's damages
15 for its losses, and Nintendo's costs to investigate and remediate Defendants' conduct and bring
16 this action, including its attorneys' fees, in an amount to be determined. Nintendo is also entitled
17 to the trebling of any damages award as allowed by law.

18 **THIRD CLAIM**

19 *(by Amazon against all Defendants)*

20 **False Designation of Origin – 15 U.S.C. § 1125(a)**

21 60. Plaintiff Amazon incorporates by reference the allegations of the preceding
22 paragraphs as though set forth herein.

23 61. Amazon's reputation for trustworthiness is at the heart of its relationship with
24 customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation
25 because they undermine and jeopardize customer trust in the Amazon Store.

26 62. Specifically, Defendants deceived Amazon and its customers about the
27 authenticity of the products they were advertising, marketing, offering, distributing, and selling,
in direct and willful violation of the BSA and Amazon's Anti-Counterfeiting Policies.

1 Defendants' deceptive acts were material to Amazon's decision to allow Defendants to sell their
2 products in the Amazon Store because Amazon would not have allowed Defendants to do so but
3 for their deceptive acts.

4 63. In advertising, marketing, offering, distributing, and selling counterfeit Nintendo
5 products in the Amazon Store, Defendants made false and misleading statements of fact about
6 the origin, sponsorship, or approval of those products in violation of 15 U.S.C. § 1125(a)(1)(A).

7 64. As described above, Defendants, through their illegal acts, have willfully
8 deceived Amazon and its customers, jeopardized the trust that customers place in the Amazon
9 Store, tarnished Amazon's brand and reputation, and harmed Amazon and its customers.
10 Defendants' misconduct has also caused Amazon to expend significant resources to investigate
11 and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from
12 causing further harm to Amazon and its customers. Defendants' illegal acts have caused
13 irreparable injury to Amazon and, on information and belief, that injury is ongoing at least to the
14 extent that Defendants continue to establish selling accounts under different or false identities.
15 An award of monetary damages alone cannot fully compensate Amazon for its injuries, and thus
16 Amazon lacks an adequate remedy at law.

17 65. Amazon is entitled to an injunction against Defendants, their officers, agents,
18 servants, employees, attorneys, and all other persons in active concert or participation with them,
19 as set forth in the Prayer for Relief below, along with its attorneys' fees and costs in investigating
20 and bringing this lawsuit.

21 66. Amazon is also entitled to recover its damages arising from Defendants' sale of
22 counterfeit products in the Amazon Store.

23 **FOURTH CLAIM**

24 *(by Nintendo and Amazon against all Defendants)*

25 **Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.**

26 67. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as
27 though set forth herein.

68. Defendants' advertising, marketing, offering, distributing, and selling of counterfeit Nintendo products constitute unfair and deceptive acts or practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

69. Defendants' advertising, marketing, offering, distributing, and selling of counterfeit Nintendo products harm the public interest by deceiving customers about the authenticity, origins, and sponsorship of the products.

70. Defendants' advertising, marketing, offering, distributing, and selling of counterfeit Nintendo products directly and proximately causes harm to and tarnishes Plaintiffs' reputations and brands, and damages their business and property interests and rights.

71. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and recover from Defendants their attorneys' fees and costs. Nintendo further seeks to recover from Defendants its actual damages, trebled, and Amazon further seeks to recover from Defendants its actual damages, trebled, regarding Defendants' activities involving the sale of counterfeit products.

FIFTH CLAIM
(by Amazon.com Services LLC⁴ against Defendants)
Breach of Contract

72. Plaintiff Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

73. Defendants established Amazon selling accounts and entered into Amazon's BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also contractually agreed to be bound by the policies incorporated by reference into the BSA, including Amazon's Anti-Counterfeiting Policy and other policies as maintained on the Amazon seller website.

74. Amazon performed all obligations required of it under the terms of the contract with Defendants or was excused from doing so.

⁴ For the Fifth Claim only, "Amazon" shall refer to Amazon.com Services LLC only.

75. Defendants' sale and distribution of counterfeit Nintendo products materially breached the BSA and the Anti-Counterfeiting Policy in numerous ways. Among other things, Defendants' conduct constitutes infringement and misuse of the IP rights of Nintendo.

76. In furtherance of their sale and distribution of counterfeit Nintendo products, certain Defendants in Schedule 1 further breached the BSA and its incorporated policies by submitting falsified documents to Amazon in order to obtain approval to sell the products in the Amazon Store.

77. Defendants' breaches have caused significant harm to Amazon, and Amazon is entitled to damages in an amount to be determined.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for the following relief:

A. That the Court enter an order permanently enjoining Defendants, their officers, agents, servants, employees, attorneys, and all others in active concert or participation with them, from:

- i. selling counterfeit or infringing products in Amazon's stores;
- ii. selling counterfeit or infringing products to Amazon or any affiliate;
- iii. importing, manufacturing, producing, distributing, circulating, offering to sell, selling, promoting, or displaying any product using any simulation, reproduction, counterfeit, copy, or colorable imitation of Nintendo's brand or trademarks, or which otherwise infringes Nintendo's IP, in any store or in any medium; and
- iv. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (ii) above.

B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

C. That the Court enter an order pursuant to 15 U.S.C. § 1118 impounding and permitting destruction of all counterfeit and infringing products bearing the Nintendo

1 Trademarks or that otherwise infringe Nintendo's IP, and any related materials, including
2 business records and materials used to reproduce any infringing products, in Defendants'
3 possession or under their control;

4 D. That the Court enter an order requiring Defendants to provide Plaintiffs a full and
5 complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants'
6 unlawful activities;

7 E. That the Court enter an order requiring Defendants to pay all general, special, and
8 actual damages which Nintendo has sustained, or will sustain as a consequence of Defendants'
9 unlawful acts, plus the Defendants' profits from the unlawful conduct described herein, together
10 with its statutory damages, and that such damages be enhanced, doubled, or trebled as provided
11 for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law, and that Amazon's
12 damages, plus Defendants' profits, related to Defendants' activities involving the sale of
13 counterfeit products be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117, RCW
14 19.86.020 or otherwise allowed by law;

15 F. That the Court enter an order requiring Defendants to pay the maximum amount
16 of prejudgment interest authorized by law;

17 G. That the Court enter an order requiring Defendants to pay the costs of this action
18 and Plaintiffs' reasonable attorneys' fees incurred in prosecuting this action, as provided for by
19 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law;

20 H. That the Court enter an order requiring that identified financial institutions
21 restrain and transfer to Plaintiffs all amounts arising from Defendants' unlawful counterfeiting
22 activities as set forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment
23 in this case; and

24 I. That the Court grant Plaintiffs such other, further, and additional relief as the
25 Court deems just and equitable.

1 DATED this 29th day of July, 2024.

2 DAVIS WRIGHT TREMAINE LLP
3 *Attorneys for Plaintiffs*

4 *s/ Scott Commerson*

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SCHEDULE 1**DEFENDANT 1: Chen Jing**

Selling Account Name: Blkei*

Dates of Known Sales of Infringing Products: November 19, 2021 – February 17, 2023

Purported Product	Confirmation of Counterfeit
<p>32-Pcs Cards Box for Zelda Amiibo. Fits BOTW Link Breath of The Wild</p> <p>ASIN¹: B0B2LB9Y7V</p> <p>Registrations Infringed (International Trademark Class(es)):</p> <ul style="list-style-type: none"> • 2,578,692 (9) • 3,408,725 (9) • 3,447,655 (9) • 4,946,348 (9) • 5,192,374 (28) • 5,277,680 (9) • 6,213,745 (9) 	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon sent to Nintendo a sample of the product sold by this Selling Account. • Nintendo received and inspected the sample product and confirmed it is counterfeit based on deviations from Nintendo's authentic product and packaging. • Amazon reviewed an invoice provided to it in connection with this Selling Account. Based on several indicators of inauthenticity, Amazon believes this invoice was fabricated.
<p>32-Pcs Zleda [sic] NFC Cards Box for TLOZ Amiibo. Compatible Switch Games BOTW Link</p> <p>ASIN: B0B8YMKZRQ</p> <p>Registrations Infringed (International Trademark Class(es)):</p> <ul style="list-style-type: none"> • 3,408,763 (9) • 5,192,374 (28) • 5,277,680 (9) • 6,110,151 (9) • 6,213,745 (9) 	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon provided Nintendo with images of a sample of the product sold by this Selling Account. • Nintendo examined the images of the product and confirmed that it is counterfeit based on deviations from Nintendo's authentic product and packaging.
<p>BLUEGALA Newest 25-Pack Zelda Amiibo Cards, Breathe of The Wild Items Cards</p> <p>ASIN: B09L8882QQ</p>	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon provided Nintendo with images of a sample of the product sold by this Selling Account. • Nintendo examined the images of the product and confirmed that it is counterfeit

¹ ASIN is an abbreviation of "Amazon Standard Identification Number," which is a unique series of ten alphanumeric characters that is assigned to each product listed for sale on Amazon's stores for identification purposes.

* Selling Accounts marked with an asterisk (*) next to their name shipped products bearing counterfeit versions of the Nintendo Trademarks to consumers in Washington.

Purported Product	Confirmation of Counterfeit
Registrations Infringed (International Trademark Class(es)): <ul style="list-style-type: none"> • 2,578,692 (9) • 3,408,725 (9) • 3,447,655 (9) • 4,863,365 (9; 28) • 4,905,782 (28) • 4,946,348 (9) • 4,988,289 (9; 28; 41) • 5,192,374 (28) • 5,277,680 (9) • 6,213,745 (9) 	based on deviations from Nintendo's authentic product and packaging.

Selling Account Name: Chengdahuo^{2*}

Dates of Known Sales of Infringing Products: March 3, 2023 – April 2, 2023

Purported Product	Confirmation of Counterfeit
32 Pcs Zelda Series NFC Cards, fits Switch Games Legend of Zelda Tears of The Kingdom BOTW ASIN: B0BWQBBDMD Registrations Infringed (International Trademark Class(es)): <ul style="list-style-type: none"> • 3,408,763 (9) • 5,192,374 (28) • 5,277,680 (9) • 6,110,151 (9) • 6,213,745 (9) 	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon provided Nintendo with images of samples of the product sold by this Selling Account. • Nintendo examined the images of the product and confirmed that it is counterfeit based on deviations from Nintendo's authentic product and packaging.

DEFENDANT 2: Zhou Rong

Selling Account Name: AmllboCards³

Purported Product	Confirmation of Counterfeit
Video Games Covers Poster, The Perfect Wall Decor for Game Fans, 50-Pcs 4x6 Inch Print Poster Pack	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon sent to Nintendo a sample of the product this

² Defendants previously registered this Selling Account under the name "tatelie."

³ Defendants previously registered this Selling Account under the name "wxhome."

<p>ASIN: B09WCW4V6S</p> <p>Registrations Infringed (International Trademark Class(es)):</p> <ul style="list-style-type: none"> • 2,358,736 (16) • 2,515,001 (16) • 6,082,304 (16) • 6,109,886 (16) • 6,187,440 (16) • 6,291,670 (16) • 6,829,861 (16) 	<p>Selling Account shipped to Amazon in preparation for sale to customers.</p> <ul style="list-style-type: none"> • Nintendo received and inspected the sample product and confirmed it is counterfeit based on deviations from Nintendo's authentic product and packaging. • Amazon reviewed an invoice provided to it in connection with this Selling Account. Based on several indicators of inauthenticity, Amazon believes this invoice was fabricated.
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Selling Account Name: Chengdahuo^{4*}

Dates of Known Sales of Infringing Products: March 3, 2023 – April 2, 2023

Purported Product	Confirmation of Counterfeit
<p>32 Pcs Zelda Series NFC Cards, fits Switch Games Legend of Zelda Tears of The Kingdom BOTW</p> <p>ASIN: B0BWQBBDMD</p> <p>Registrations Infringed (International Trademark Class(es)):</p> <ul style="list-style-type: none"> • 3,408,763 (9) • 5,192,374 (28) • 5,277,680 (9) • 6,110,151 (9) • 6,213,745 (9) 	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon provided Nintendo with images of samples of the product sold by this Selling Account. • Nintendo examined the images of the product and confirmed that it is counterfeit based on deviations from Nintendo's authentic product and packaging.

Selling Account Name: Chiaofushi*

Dates of Known Sales of Infringing Products: July 5, 2022 – November 30, 2022

Purported Product	Confirmation of Counterfeit
<p>Series 5 Cards Box for Animal Crossing Amiibo Cards. 54-pcs No Repeat</p> <p>ASIN: B0B3C7BT8D</p> <p>Registrations Infringed (International Trademark Class(es)):</p> <ul style="list-style-type: none"> • 4,863,365 (9; 28) 	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon sent to Nintendo a sample of the product sold by this Selling Account. • Nintendo received and inspected the sample product and confirmed it is counterfeit based on deviations from Nintendo's authentic product and packaging.

⁴ Defendants Chen Jing and Zhou Rong shared control of the Chengdahuo Selling Account.

	<ul style="list-style-type: none"> Amazon reviewed an invoice provided to it in connection with this Selling Account. Based on several indicators of inauthenticity, Amazon believes this invoice was fabricated.
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Selling Account Name: Fyhale Direct*

Dates of Known Sales of Infringing Products: July 12, 2022 – April 25, 2023

Purported Product	Confirmation of Counterfeit
<p>32-Pcs Zelda Series Cards Box for Zelda Amiibo, fits Wii U/ Switch Games Legend of Zelda BOTW</p> <p>ASIN: B0B5Z2K9G3</p> <p>Registrations Infringed (International Trademark Class(es)):</p> <ul style="list-style-type: none"> 3,408,763 (9) 5,192,374 (28) 5,277,680 (9) 	<ul style="list-style-type: none"> On or about March 28, 2023, Amazon provided Nintendo with images of a sample of the product sold by this Selling Account. Nintendo examined the images of the product and confirmed that it is counterfeit based on deviations from Nintendo's authentic product and packaging. Amazon reviewed an invoice provided to it in connection with this Selling Account. Based on several indicators of inauthenticity, Amazon believes this invoice was fabricated.

Selling Account Name: Jiadan-US*

Dates of Known Sales of Infringing Products: May 13, 2022 – February 16, 2023

Purported Product	Confirmation of Counterfeit
<p>106-Pcs Series 4 Cards Box for Animal Crossing Amiibo. ACNH Cards Box Mini Cards Size</p> <p>ASIN: B0B183BFXS</p> <p>Registrations Infringed (International Trademark Class(es)):</p> <ul style="list-style-type: none"> 4,863,365 (9; 28) 	<ul style="list-style-type: none"> On or about March 28, 2023, Amazon sent to Nintendo a sample of the product sold by this Selling Account. Nintendo received and inspected the sample product and confirmed it is counterfeit based on deviations from Nintendo's authentic product and packaging.
<p>3-PCS Newest Splatoon 3 NFC Cards for Splatoon Amiibo, fits Switch Games Splatoon Series. Inkling (Yellow)/ Octoling (Blue)/ Smallfry</p>	<ul style="list-style-type: none"> On or about March 28, 2023, Amazon provided Nintendo with images of a sample of the product sold by this Selling Account. Nintendo examined the images of the product and confirmed that it is counterfeit

ASIN: B0BM47Z1WY Registrations Infringed (International Trademark Class(es)): <ul style="list-style-type: none"> • 4,791,747 (9) • 4,863,365 (9; 28) • 5,228,602 (28) 	based on deviations from Nintendo's authentic product and packaging.
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Selling Account Name: Marsberg*

Dates of Known Sales of Infringing Products: March 18, 2021 – August 23, 2021

Purported Product	Confirmation of Counterfeit
DS Games Card, 208 in 1 Cartridge Multicart. Compatible Nintendo DS, NDS, NDSL, 3DS, 2DS, XL LL, DS Lite ASIN: B08YDV7PPH Registrations Infringed (International Trademark Class(es)): <ul style="list-style-type: none"> • 4,234,454 (9) • 5,964,030 (9; 28; 41) 	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon sent to Nintendo a sample of the product sold by this Selling Account. • Nintendo received and inspected the sample product and confirmed it is counterfeit based on deviations from Nintendo's authentic product and packaging. • Amazon reviewed an invoice provided to it in connection with this Selling Account. Based on several indicators of inauthenticity, Amazon believes this invoice was fabricated.

Selling Account Name: Srhdfbeygfjs*

Dates of Known Sales of Infringing Products: July 29, 2021 – October 11, 2021

Purported Product	Confirmation of Counterfeit
25-Pack Zelda Breathe of The Wild Series NFC Cards ASIN: B099QW22PN Registrations Infringed (International Trademark Class(es)): <ul style="list-style-type: none"> • 5,192,374 (28) • 5,277,680 (9) • 6,110,151 (9) 	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon provided Nintendo with images of samples of the product sold by this Selling Account. • Nintendo examined the images of the product and confirmed that it is counterfeit based on deviations from Nintendo's authentic product and packaging.

Selling Account Name: Xingfang*

Dates of Known Sales of Infringing Products: March 26, 2021 – April 12, 2021

Purported Product	Confirmation of Counterfeit
<p>3-PCS Newest Splatoon 3 NFC Cards for Splatoon Amiibo, fits Switch Games Splatoon Series. Inkling (Yellow)/ Octoling (Blue)/ Smallfry</p> <p>ASIN: B08YY9V2QR</p> <p>Registrations Infringed (International Trademark Class(es)):</p> <ul style="list-style-type: none"> • 1,689,015 (16; 28; 37) • 2,803,207 (9) • 4,863,365 (9; 28) • 4,905,782 (28) • 4,988,289 (9; 28; 41) • 5,024,203 (28) 	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon provided Nintendo with images of samples of the product sold by this Selling Account. • Nintendo examined the images of the product and confirmed that it is counterfeit based on deviations from Nintendo's authentic product and packaging.

DEFENDANT 3: Jingjing Shao

Selling Account Name: Fyhale Direct⁵*

Dates of Known Sales of Infringing Products: July 12, 2022 – April 25, 2023

Purported Product	Confirmation of Counterfeit
<p>32-Pcs Zelda Series Cards Box for Zelda Amiibo, fits Wii U/ Switch Games Legend of Zelda BOTW</p> <p>ASIN: B0B5Z2K9G3</p> <p>Registrations Infringed (International Trademark Class(es)):</p> <ul style="list-style-type: none"> • 3,408,763 (9) • 5,192,374 (28) • 5,277,680 (9) 	<ul style="list-style-type: none"> • On or about March 28, 2023, Amazon provided Nintendo with images of a sample of the product sold by this Selling Account. • Nintendo examined the images of the product and confirmed that it is counterfeit based on deviations from Nintendo's authentic product and packaging. • Amazon reviewed an invoice provided to it in connection with this Selling Account. Based on several indicators of inauthenticity, Amazon believes this invoice was fabricated.

⁵ Defendants Zhou Rong and Jingjing Shao shared control of the FYHALE DIRECT Selling Account.